

BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India Undertaking)
RAMACHANDRAPURAM :: HYDERABAD-502 032
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TENDER NOTICE

Name of the department : LOGISTICS

Tender Notice No : HYLOG21-22AIRC/3A/GRP-A/RE-02

Date: 28.06.2021

Sub: Transportation of consignments by Mechanical vehicles – All India Transport Contract 2021-22 - Reg.

1. Bharat Heavy Electricals Limited is a Government of India Maharatna Public Sector undertaking having its Registered Office at Siri Fort, New Delhi. BHEL Ramachandrapuram, one of its manufacturing Units, invites sealed tenders in Two-part bid from eligible Contractors, who fulfil qualification criteria as stipulated in NIT, for providing the total logistics solutions i.e. safe and secure transportation of consignments through road by mechanical vehicles including undertaking of feasibility study/route survey, civil works, if any.
2. Pre-qualification requirements (PQR) for the above said work is enclosed.
3. The tender documents are to be downloaded in the Web Site of BHEL www.bhel.com only. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on www.bhel.com only.
4. THIS TENDER IS FLOATED IN ELECTRONIC PROCUREMENT SYSTEM (EPS)/GeM Portal. OFFERS TO BE SUBMITTED IN EPS/GeM Portal ONLY (<https://eprocurebhel.co.in>). DOWNLOADING/SUBMISSION OF TENDER DOCUMENTS IS AVAILABLE ON THE PORTAL.

(sd)
Sr Engineer/Logistics

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ANNEXURE-A**Notice Inviting Tender-Summary**

- i. Tender Number: HYLOG21-22AITC/3A/GRP A/RE-02
- ii. Name of the Work: Transportation of Goods from Air/Sea ports in India to anywhere in India by Trucks except Hill Region.
- iii. Notice Inviting Tender Summary – Annexure-A
- iv. Scope of work: Annexure-B
- v. **Estimated Cost of work & EMD for 1 Year:**

Sl	Schedule	Group	Estimated Cost for 1 Year =EX.V*BF(In Rs.)	No. of Transporters	L1 Bidder %	EMD (Rs.)
1	Schedule IIIA	Group-A – Trucks	1200000	2	67%	24000

SNO	SCH/GROUP	ESTIMATED AMOUNT PER GROUP(INR)	AVG. TURNOVER REQUIRED (INR)	AVG. TURNOVER REQUIRED IN LAKHS (INR)
1	3A GROUP-A	1200000	360000	3.60Lakhs

- vi. Last date for sale of tender documents: **To be downloaded from website**
- vii. Last date for receipt of tender: **12.00 Hrs dated .. .06.2021**
- viii. Date and place of tender opening: **... .. at ...:00 hrs through E-Tendering Portal**
- ix. Contract Period: 1 year
- x. Pre-Qualifying Requirements: Annexure-C
- xi. Terms & Conditions of Contract: Annexure- D
- xii. Categories: Annexure-E
- xiii. Price Schedule & Evaluation: Annexure-F
- xiv. Instructions to bidders: Annexure-G
- xv. Formats: Annexure-H
- xvi. Price Bid Format: Annexure-I
- xvii. List of Projects running-Only of Reference-Annexure-J

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ANNEXURE-B

Scope of Work: Transportation of Goods from Air/Sea ports in India to anywhere in India except Hill Region by Road by Mechanical Trucks (except coal, sand and cement) covering following Schedule.

Schedules:

SI	Schedule	Description
1	Schedule IIIA – Group A- PORTS – OTHERS	Consignments which are to be dispatched from Air/Sea ports in India to anywhere in India by Trucks except Hill Region

Please note that consignments to/from/through Tripura & Mizoram are covered in this schedule – IIIA(Group A). Payment will be released in line with Clause 6.6.12.

Groups & Categories: Group-A consists of Category 1, 2 & 3. Following are 3 categories. Please refer to Annexure-E for details of Groups, categories and Annexure-F for slabs.

Group	Categories	Category Name	Length	Width	Height	Slabs
			Meter	Meter	Meter	
Group-A	Category 1	LCV/HCV	5.63	2.00	2.13	8
	Category 2	Open Truck	8.50	2.43	2.00	8
	Category 3	Truck	7.30	2.20	2.74	12
		Total				28

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ANNEXURE -C**PRE-QUALIFICATION REQUIREMENTS**

1. **Organization/Firm Registration:** Business shall be registered in India in line with extant applicable act

Sl	Type of Organisation	Documents (Self-Attested)
A	Sole Proprietorship	Trade License
B	Partnership	Partnership Deed
C	Registered Company	Memorandum of Article

2. **Fleet Ownership:** For Group-A, The bidder should secure at least 40 points. Vehicles should be confirming to the relevant provisions of MV Act. Ownership should be in the name of:

- i) Proprietor wherein the bidder is a Proprietary concerns.
- ii) Partner (s) wherein the bidder is a partnership firm.
- iii) Company wherein the bidder is a Company Registered under Indian Companies Act, 1956. In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.

Weightage given: HCV-1 Point, OPEN TRUCK-1.3 Points, Truck-2.1 Points and Trailer-2.9.

Only for calculation purpose: Any vehicle having loading capacity up to 9 MT will be considered as HCV. Any vehicle having loading capacity from 9.1 MT to 12 MT will be considered as open truck.. Any vehicle having loading capacity from 12.1 MT to 19 MT will be considered as Truck. Any vehicle having loading capacity from 19.1 MT to 38 MT will be considered as Trailer. Hence, trucks having net weight capacity more than 19 MT will be considered as Trailer for calculation purpose and 2.9 points will be given for such trucks.

Total Points secured will be calculated by multiplying values of B and C as shown below.

Example 1:

Category	Loading capacity of vehicle in MT	Points	Numbers of Vehicles	B X C
	A	B	C	
HCV	9	1.0	4	4
OPEN TRUCK	12	1.3	2	2.6
Truck	19	2.1	5	10.5
Trailer	26	2.9	6	17.4
			TOTAL POINTS	34.5

Dis-Qualified.

Example 2:

Category	Loading capacity of vehicle in MT	Points	Numbers of Vehicles	B X C
	A	B	C	
HCV	9	1.0	4	4
OPEN TRUCK	12	1.3	0	0
Truck	19	2.1	5	10.5
Trailer	26	2.9	10	29
			TOTAL POINTS	43.5

Qualified for Trucks.

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Example 3:

Category	Loading capacity of vehicle in MT	Points	Numbers of Vehicles	B X C
	A	B	C	
HCV	9	1.0	4	4
OPEN TRUCK	12	1.3	0	0
Truck	19	2.1	10	21
Trailer	26	2.9	10	29
			TOTAL POINTS	54

Qualified in trucks and trailers.

Note: Even if the transporter does not own a particular category of vehicle, the transporter will have to supply that category vehicle as & when required at the contract rates. For example: Transporters owning only trailers will be eligible subject to agreeing to supply HCV/Open Trucks and Truck as and when required at contract rates.

Transporter has to ensure to place the vehicles with valid RC and Fitness.

Documents:

- 2.1. Self-Attested list of all vehicles owned as per Format-III with make and year of manufacturing along with Registration Nos. and Chassis Number
- 2.2. Self-attested Photostat copies of R.C. Books

3. **IBA Recommendation:** All the bidders should have an **IBA** recommendation valid on the date of opening of tender and shall ensure that the same is valid throughout the currency of the contract.

Documents: Self-Attested copy of IBA (India Bank's Association) Recommendation letter

4. **Permanent Account Number (PAN):** Bidder should have valid Permanent Account Number (PAN).
Documents: Self-Attested copy of PAN Card.

- 4.1 **GST :** Valid GST registration certificate to be submitted if applicable.

5. **Annual Turnover:** Bidder should have average financial turnover for FY2017-18, FY2018-19 and FY2019-20 as per below table.

SNO	SCH/GROUP	ESTIMATED AMOUNT PER GROUP(INR)	AVG. TURNOVER REQUIRED (INR)	AVG. TURNOVER REQUIRED IN LAKHS (INR)
1	3A GROUP-A	1200000	360000	3.60 Lakhs

Documents:

- 5.1. Annual reports / Accounts for last three financial years as above duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. In case, final audited Balance Sheet /Profit & Loss account is not available, provisional statements for the same

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duly certified by Chartered Accountant must be submitted. If the company did not exist in first year, the annual turnover for that year will be taken as zero.

5.2. Submitted IT returns for the last three assessment years as above.

6. **Experience:** For Group-A, the bidders must have delivered 10 consignments weighing from 5 MT to 15 MT in last financial year (01.04.2019 TO 31.03.2020).. Date of LR will be considered as date of dispatch which should lie in the last financial year (01.04.19 to 31.03.20).

Documents:

- 6.1. Self-Attested list of 10 Consignments transported by the Bidder as per Format-IV.
- 6.2. **If the work has been carried out for any of the BHEL units, the proof as per 6.2.1 & 6.2.2 are not required.**
For transportation for other companies, any of the following documents may be submitted as proof of transporting 10 consignments:
- 6.2.1. Work completion Certificate issued by Customer with self-attested copy of Loading Receipts (LR). Material receipt certification on LR must be visible. LR must be in the name of Bidder.
- 6.2.2. Work Order copy from the customer with self-attested copy of LRs. Material receipt certification on LR should be visible. LR should be in the name of the bidder.
- 6.3. Direct e-mail verification from the Customer is required. Bidder should send the contact details of the customer as per Format-IV and e-mail should be institution based e.g. xyz@bhel.in. Personal email-ids viz. Gmail, yahoo should be avoided.
7. **Power of Attorney:** The tender documents should be signed by authorized signatory. Authorized signatory shall be the person holding 'power of attorney' on behalf of bidder.

Documents :

A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders.

8. Branches:

- 8.1. **Branch in Hyderabad/Secunderabad:** The bidder should have a branch in the vicinity of 80 kms radius from BHEL Hyderabad. If the bidder does not have the branch nearby BHEL Hyderabad, the bidder should submit the declaration that "bidder will open the branch within 80 kms of BHEL Hyderabad if the contract is awarded".
- 8.2. The bidder must have at least one branch each in Mumbai & Chennai for qualification in Schedule IIIB. If the bidder does not have the branch in Mumbai and/or Chennai, the bidder should submit the declaration that "bidder will open the branch in Mumbai and/or Chennai if the contract is awarded".

Document: Valid address proof i.e. telephone bill, rent agreement etc.

9. Applicant shall ensure furnishing an undertaking in the form of an affidavit (Annexure-H-Format-VI) on non-judicial stamp paper valued Rs. 200/- and duly self-attested by the Bidder.
10. MSME Transporters/Vendors may submit latest NSIC Certificate or SSI Certificate along with CA certificate for availing benefits under MSME Act.

Note:

1. BHEL reserves the right to verify any of the above documents in original.

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ANNEXURE-D
TERMS & CONDITIONS OF CONTRACT

1.0	APPLICATION Unless otherwise provided in the Contract Documents, these terms & conditions shall govern the works accompanying technical details, if any and these conditions will form a part of the Contract Documents and contract agreement.
2.0	DEFINITION OF TERMS The following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.0.1	"BHEL" shall mean Bharat Heavy Electricals Limited, a Company registered under the Companies Act 1956, with its Registered Office at BHEL House, Siri Fort, New Delhi
2.0.2	"BHEL Hyderabad" shall mean manufacturing unit of BHEL having its office at Ramachandrapuram, Hyderabad-502032
2.0.3	"Executive Director/General Manager In-charge" shall mean the officer in administrative charge of BHEL Hyderabad
2.0.4	"General Manager" shall mean the officer in administrative charge of Logistics Department and reporting to Executive Director
2.0.5	"Head of Logistics" shall mean the officer in administrative charge of Logistics Department and reporting to "General Manager"
2.0.6	The "Bidder" shall mean financially sound, experienced and renowned company/logistics service provider/ freight services provider/ Contractor having requisite resources/ inventory, experience and technical labor who can be engaged for providing the total logistics solutions i.e. safe and secure transportation of goods by mechanical vehicle through road and who have participated in BHEL Hyderabad's tender. Joint Venture/Consortium or subsidiary shall not be considered.
2.0.7	"Goods" in this contracts shall mean plant machinery, equipment or materials to be transported under the Contract Documents except Coal, Sand & cement
2.0.8	The "Contractor" shall mean the successful Bidder who is awarded the Contract and shall be deemed to include the Contractor's successors, assigns, heirs, executors, administrators. "Transporter" shall also be considered as "Contractor".
2.0.9	The "Sub-contractor" shall mean individual or firm to whom any part of the work has been subcontracted by the Contractor with the consent in writing of BHEL & shall include his /its heirs, executors, administrators, legal representative and permitted assigns.
2.0.10	"Acceptance of Tender" shall mean communication to the Contractor the acceptance by BHEL of his tender.
2.0.11	"Base diesel rate" for PVC means the diesel rate prevailing on the date of technical bid opening.
2.0.12	"Basic Freight" means the charges for transportation of consignments without any additional charges and calculated as Basic Freight = (Rate per MT per km)x(Weight in MT)x Distance (in Kms)
2.0.13	"Contract" shall mean the Agreement between the Contractor and BHEL for execution of the Work as defined in the Contract Documents.
2.0.14	The "Contract Documents" shall mean and include the terms & Conditions of Contract and Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Intent of BHEL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between BHEL and the Contractor duly signed by them under the Clauses "Contract" of these terms & Conditions and other documents that may form part(s) of the Contract Documents.
2.0.15	"Transportation" shall mean the safe & secure movement of goods from one to another location by sea, air or road
2.0.16	"Road transportation" shall mean safe & secure movement of goods from one to another location by Road.
2.0.17	"Schedule" shall mean the terms specified for the division of road transportation in India

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2.0.18	“Category of vehicle” shall mean the terms specified for types of vehicles based on their Gross vehicle weight, loading capacity (weight) and capacity of carrying dimensions of consignments
2.0.19	Group-A shall mean Group of categories 1, 2 & 3.
2.0.20	“Slab” shall mean the division of rates based on length, or width, or height or distance
2.0.21	“Fixed Additional Charges,” means the charges for additional peripheral services other than transportation. These charges shall form the part of price bid format and should be fixed before the start of work. In this contract, there are no fixed additional charges.
2.0.22	“Variable Additional Charges” means the charges for additional peripheral services required for transportation which are dependent on many factors & are variable in nature. Variable additional charges are only reimbursable with proof as stated herein.
2.0.23	“RC” shall mean Registration Certificate of Vehicle issued by authorized official of State Government or Government of India
2.0.24	“National Permit” shall mean National Permit issued by authorized official of State Government or Government of India
2.0.25	“GVW” shall mean maximum Gross Vehicle Weight i.e. combined weight of vehicle & goods loaded on the vehicle as defined in Registration Certificate/National Permit of the vehicle
2.0.26	“Unladen Weight” means weight of the vehicle without any loaded Goods
2.0.27	“NVW or Loading Capacity” means Net Vehicle Weight, which is maximum possible loaded Goods in vehicle. NVW or Loading Capacity = GVW-unladen Weight
2.0.28	“HCV” shall mean Vehicle having GVW up to 18500 kgs.
2.0.29	“Open Truck” shall mean Commercial Vehicle having GVW up to 28000 kgs & having open body. JCBs are also considered in this category.
2.0.30	“Truck” means vehicles having GVW 28000, 35000 and 41000kgs. Taurus shall also be considered as Trucks.
2.0.31	“High Bed Trailer” means vehicles having GVW 39500kgs, 45500kgs and 55000 kgs with length of 40 feet (12.2 m) & width 2.5/2.6 m
2.0.32	“Semi Low Bed Trailer” means vehicles having GVW 39500kgs, 45500kgs and 55000 kgs with minimum length of 40 feet (12.2 m) and having lower loading span of 32 feet or more
2.0.33	“Low Bed Trailer” means vehicle having GVW 39500kgs, 45500kgs and 55000 kgs with minimum length of 40 feet (12.20m) and having lower loading span than Semi Low Bed Trailer
2.0.34	Trailer shall mean the High Bed Trailer, or Semi Low Bed Trailer or Low Bed Trailer.
2.0.35	“Additional Transit Time” shall mean the additional days provided to deliver the material.
2.0.36	“Hiring” shall mean the hiring of peripheral services of transportation viz vehicles, route survey. However, the responsibility of such services remains with the contractor.
2.0.37	“Rate Contract/Framework Agreement” shall mean an agreement entered with one or more contractors for procurement of regular work/ services.
2.0.38	“Point-to-Point Contract/Lump sum Contract” shall mean the contract entered with contractor for transportation of one consignment from a specific point to another specific point in this contract.
2.0.39	“Detention” shall mean the stoppage of vehicle at loading or unloading point.
2.0.40	“Hill Region” shall mean any place beyond Guwahati in North Eastern Region (NER) or beyond Rishikesh / Haridwar in Uttarakhand or beyond Jammu Union Territory or beyond Sunder nagar in Himachal Pradesh except Tripura & Mizoram.
2.0.41	“Indent” shall mean the e-mail/written communication for placement of vehicles
2.0.42	“Indenter” shall mean the employee of BHEL who has released the indent
3.0	SCOPE OF CONTRACT
3.1	Transportation of Goods from anywhere to anywhere (BHEL manufacturing units/service stations/Vendor Works/subcontractors/Airports/Sea Ports/ clearing godowns / sites etc.) within India by Road by Mechanical Vehicles (except coal, sand and cement) of GVW up to 55,000 kgs as per Govt. gazette dtd 16.07.2018.
3.2	Route survey, if required.

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3.3	Journey Management.
3.4	Loading, Unloading, Dragging & placement on plinth whenever & wherever required by BHEL
4.0	DETAILS OF SCHEDULES
4.1	Schedule IIIA – Group A- PORTS – OTHERS
	Consignments which are to be dispatched from Air/Sea ports in India to anywhere in India by Trucks except Hill Region
5.0	CONTRACT AGREEMENT
5.1	The Terms & Conditions of Contract along with Schedule of Prices and Quantities & technical specifications, if any, form part of the contract agreement.
5.2	The Contract Agreement as per the specified format provided by BHEL shall be signed within 21 days from date of LOI/award on non-judicial stamp paper of a specified value as specified in LOI
6.0	CONTRACT PRICE/FREIGHT CHARGES
6.1	The Contract Price is the agreed sum of money stated in the Contract Agreement to be paid to the Contractor for the successful completion of the Works in accordance with the terms of the Contract Documents.
6.2	The basic freight rate “per MT per km” in this Contract shall be deemed to be firm for the entire period of the Contract or extended period of Contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified in Clause 6.6.2 to 6.6.12 & PVC as per Clause 7.0. The Contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labor.
6.3	The rates agreed shall be firm and valid for the contract period. The rates shall be inclusive of all taxes excluding applicable GST. Additional charges as per Clause 6.5 & 6.6 and Price Variation Clause as per Clause 7.0 will be applicable.
6.4	BASIC FREIGHT
	Basic Freight will be calculated as per Formula per MT per km as below: Basic Freight = (Rate per MT per km)x Equivalent/Payable Weight (in MT) x Calculated Distance (in Kms) Rate per MT per km will be as per agreed Price Schedule. Payable Weight calculation will be as per Annexure-E-Categories. Distance will be as per Clause 15.
6.5	FIXED ADDITIONAL CHARGES
6.5.1	ROUTE SURVEY CHARGES
	Route survey charges are to be included in the Contract Price. In this contract, the route survey charges are included in basic freight itself.
6.5.2	FEASIBILITY STUDY CHARGES
	Feasibility study Charges are to be included in the contract price. In this contract, the feasibility study charges are included in basic freight itself.
6.6	VARIABLE ADDITIONAL CHARGES
6.6.1	CLEARANCE/PERMITS CHARGES
	Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: MORTH/NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc., including Private Parties / persons for transportation of consignments through inland road transport route identified by the contractor/BHEL at contractor's cost. Clearance/permit charges will be reimbursed by BHEL in line with Clause 6.6.2 to 6.6.12. Such permissions should be made available to BHEL for scrutiny as and when demanded.
6.6.2	POWER BLOCK / HEIGHT GAUGE CHARGES
6.6.2.1	The power block / height gauge charges at railway crossings shall be paid initially by the contractor. Railway Department permission charges and applicable GST thereon shall be reimbursed along with freight charges on submission of original documentary evidence. The proof submitted shall contain the respective vehicle Number, Any other connecting document against which the charges are paid.

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6.6.3	STATUTORY CHARGES		
6.6.3.1	In addition to above, any other Individual Statutory charges levied by Governmental authorities for transportation of consignments through inland road transport route will be reimbursed on production of original receipt which should clearly indicate the reason for charges. The reasons should be attributable to BHEL. The proof submitted shall contain the respective vehicle Number or any reference connected with consignment against which the charges are paid.		
6.6.3.2	Special Toll charges: Special Toll charges on the equipment shall be reimbursed by BHEL on production of original receipt. Toll Charges for the vehicle shall be borne by the bidders.		
6.6.4	STATUTORY PENALTY-LEVIES		
6.6.4.1	Statutory penalty-levies will be paid if the same are levied on account of design of the equipment. For example: Over-dimensional consignment RTO penalty-levies by RTO, shall be reimbursed based on following: Projections - length, width, and/or height of equipment, Vehicle Indented & Production of receipt(Signed and stamped in original by concerned authority) for respective vehicle Number for consignment against which the charges are paid indicating the reason for penalty-levies.		
6.6.4.2	Maximum amount reimbursed will be limited to STATUTORY PENALTY-LEVIES defined in Government documents.		
6.6.5	CANCELLATION CHARGES		
6.6.5.1	BHEL reserves the right to reject the mechanical vehicle, the driver and crew of the vehicle, if not found fit to BHEL's satisfaction. However, it does not absolve the duty of contractor to place suitable vehicle. In this case, no CANCELLATION charges will be paid.		
6.6.5.2	In case the vehicle has to be withdrawn i.e. without load after the reporting of the vehicle, due to reasons attributing to the BHEL/BHEL's Vendor/BHEL's Customer, CANCELLATION charges in addition to applicable detention charges will be paid as following		
	Category	CANCELLATION Charges	
	Category 1 & 2	1500	
	Category 3	2400	
	Category 4, 5 & 6	3600	
6.6.6	DETENTION CHARGES		
6.6.6.1	Detention charges shall be paid when the contractor's vehicle is delayed or detained on the premises of consignor, consignee owing to reasons attributable to BHEL/BHEL's vendor/BHEL's customer. In case vehicle is detained due to the reasons attributable to BHEL in such case BHEL shall pay only the detention charges. Apart from the detention charges BHEL shall not pay any other charges or claims whatsoever raised by transporter under different heads such as loss of business, Labour charges, Idle charges, Halting charges ,permission charges etc.,		
6.6.6.2	Free time at loading, unloading and Detention charges will be as below		
	Category	Free Time (In Days) for Loading/Unloading	
		Loading Point	Unloading Point
	Category 1 & 2	1	2
	Category 3	1	2
	Category 4, 5 & 6	2	3
6.6.6.3	Detention Charges after free period will be paid as below: (Total Free period shall be mutually exclusive)		
	Category	Detention Charges per day after free time	
	Category 1 & 2	1000	
	Category 3	1200	
	Category 4, 5 & 6	1500	
6.6.6.4	BHEL as loading/unloading Point: Working Hours are up to 2:45 PM in BHEL, if the vehicle reports before 1 PM, the day of reporting will be reckoned as one day free time. If the vehicle reports after 1 PM, the date of reporting will not be reckoned and next day will be reckoned as one day free time. For other places: date of reporting/entry will be considered as one day free time.		

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	Date of exit will not be considered for detention calculation. For example: Date of entry or reporting for Category 3: 02.09.19 before 1.00PM Date of exit: 07.09.19 Free Time to unload: 2 Days i.e. 02.09.19 & 03.09.19 Detention applicable: 04.09.19, 05.09.19, 06.09.19 i.e. 3 Days Detention Charges: 3 days x Rs.1200 per day = Rs. 3600/-		
6.6.6.5	Transporter should obtain the reporting/entry date and exit dates signed & stamped by the BHEL/ BHEL's Vendor/ BHEL's Customer on LR. If transporter fails to obtain these dates - for BHEL as loading/unloading points, Logistics Shipping/CMM will communicate such dates to Freight billing on request or the same can be obtained from SAP. If transporter fails to obtain these dates from BHEL's vendor/customer at loading/unloading points, Concerned Purchase/Contract Engineer or Officer certification of dates on LR or by e-mail will suffice. Certification of concerned commercial/purchase engineer shall be considered as final regarding incomplete delivery or damage of material.		
6.6.6.6	In case responsibility of unloading lies with the transporter, Detention charges will be payable if site is not ready to receive goods and transporter is ready to unload. No detention charges at unloading point, whatsoever shall be payable if the responsibility for unloading rests with the transporter and the site is ready to receive the goods.		
6.6.6.7	Regarding detentions owing to statutory authorities (where BHEL/BHEL's Vendor/BHEL's customer is not the reason for detention) will be dealt as FORCE MAJEURE conditions and delivery time will be extended on case to case basis.		
6.6.6.8	Detention charges will be paid without any approval up to 50% of basic freight charges or 7 days detention charges (excluding free time) whichever is less. Above this limit, BHEL will decide detention charges with approval of competent authority (Product Manager) on case-to-case basis.		
6.6.7	STORAGE CHARGES		
6.6.7.1	Under any circumstances, the Contractor shall not auction any consignments belonging to BHEL.		
6.6.7.2	The storage charges shall be applicable only after 60 days of storage of the goods at contractor's/hired godown in the following cases. Contractor shall be responsible for safe conditions of consignments.		
6.6.7.3.1	Refusal by consignee to accept the goods		
6.6.7.3.2	Labour Strike at Consignee's workplace		
6.6.7.3.3	Request from BHEL for storage of the goods		
6.6.7.4	Storage Charges will be as per the following table:		
	Sl	Demurrage/Storage/Godown	Free period
	1	2 Paisa per KG per Day after free period	365 days
6.6.8	INCENTIVE FOR GPS SERVICE		
6.6.8.1	It is encouraged that GPS enabled vehicles are placed. Whenever BHEL Hyderabad requires the services of real time tracking of vehicle, such request will be given in writing in the indent itself. It will be binding on contractor to place such vehicle.		
6.6.8.2	Rs. 500/- per vehicle will be paid as incentive for GPS service.		
6.6.9	LOADING/UNLOADING CHARGES		
	Loading/Unloading charges will be payable wherever loading/unloading is done by the contractor with due approval of BHEL in line with Clause 25. The contractor shall get consignor/ consignee's Endorsement for the loading/unloading activities. Loading/unloading charges will be as below		
	Sl	Category	Charges (In Rupees)
	1	Category 1, 2 & 3	3,200 per loading/unloading per vehicle
	2	Category 4, 5 & 6	12,000 per loading/unloading per vehicle

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6.6.10	PAYMENT FOR LOADING SUPPORT
	Loading support is to be provided by consignor. If BHEL requests in writing for the loading support in form of wood, Rs. 3,000/- will be paid to contractor. The contractor will have the ownership of wood after the unloading of the equipment.
6.6.11	For journey to / from / via / through Tripura & Mizoram, an additional 60% freight over & above the basic freight for the total journey shall be paid.
7.0	PRICE VARIATION CLAUSE (PVC) FOR DIESEL
7.1	The reference diesel rate shall be the base diesel rate i.e. diesel rate prevailing on the date of technical bid opening. The rates of diesel will be calculated on the basis of the rates published in IOCL website for Hyderabad.
7.2	The rates will be revised only once in a calendar month. Average diesel rate of previous month will be considered for the revised rate of current month. Example: Rates published from 1 st to 31 st of January will be considered as basis for determining PVC rates of February and so on.
7.3	The revised rate of PVC will be applicable based on date of dispatch.
7.4	The basic freight rates i.e. per MT per km agreed between BHEL and the contractor would increase/decrease by Rs. 0.03 (3 paisa) per MT per KM for every 1 Rupee (100 paisa) increase/decrease in the rates of per Liter of diesel prevailing over the base rate. The increase/decrease in basic freight rates will be proportionate when the increase/decrease of per Liter of diesel is less than 1 Rupee (100 Paisa) per liter.
7.5	Only two digits fraction for rate per MT per km will be considered i.e. in the revised rates anything less than 0.005 Rupees per MT per km will be ignored and anything equal to or greater than 0.005 will be rounded off to 0.01 Rupees per MT per km.
8.0	EARNEST MONEY DEPOSIT (EMD)
8.1	EMD is to be paid by tenderers for securing fulfilment of any obligations in terms of the NIT.
8.2	Rates of EMD shall be as per Annexure-A.
8.3	The EMD may be accepted only in the following forms: (i) Electronic Fund Transfer credited in BHEL account (before tender opening), (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer)
8.4	In case total EMD amount is more than Rs. 20 Lakh, the amount in excess of Rs. 20 lakh may be accepted in the form of Bank Guarantee from scheduled bank. The Bank Guarantee in such cases shall be valid for at least six months.
8.5	EMD by the Tenderer will be forfeited as per NIT conditions, if:
8.5.1	After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
8.5.2	The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
8.6	EMD given by all unsuccessful bidders will be refunded normally within fifteen days of acceptance of award of work by the successful bidder.
9.0	SECURITY DEPOSIT (SD)
9.1	Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.
9.2	The total amount of Security Deposit will be 5% of the contract value. EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit.
9.3	The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms: i) Local cheque of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favor of BHEL ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)

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	iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favor of BHEL) (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)	
9.4	The EMD, security deposit or any other payment due to contractor shall not carry any interest.	
9.5	At least 50% of the required Security Deposit, including the EMD, should be collected before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work.	
9.6	Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.	
9.7	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.	
9.8	Failure to deposit security money within stipulated time may lead to forfeiture of Earnest Money and cancellation of award of work.	
9.9	BHEL HYDERABAD reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of BHEL HYDERABAD) or in the event of termination of contract as per terms and conditions of contract. BHEL HYDERABAD reserves the right to set off these security deposit, against any claims of any other contract with BHEL HYDERABAD.	
9.10	Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.	
10.0	OFFER VALIDITY	
10.1	The rates quoted shall be valid for a period of 120 days from the date of Opening of Techno-Commercial Bid i.e; Bid Part-1.	
10.2	TENURE OF CONTRACT	
	The rates should be firm for a period of 1 year from the date of award of the contract for execution of work.	
10.3	EXTENSION OF CONTRACT	
	BHEL HYDERABAD reserves the right to extend the contract for a period of one year on the existing terms and conditions based on mutual acceptance.	
11.0	BUSINESS DISTRIBUTION IN RATE CONTRACT	
11.1	Number of Contractors for every schedule will be as following:	
	Schedule	Number of Contractors
	Schedule IIIA - Group-A	2
	To achieve this distribution, counter offer of L1 rate will be made to other qualified bidders in the order of Tender priority till the required number of transporters accept as per BHEL requirement subject to distribution amongst (n-1) where n is the number of techno-commercially accepted offers.	
11.2	In the event of rate contract being finalized on less than published number of Contractors, the business volume would be redistributed among the eligible Contractors as per formula below.	
11.3	If no bidder other than L1 bidder accept the price, the L1 bidder has to accept and execute the total contract if required by BHEL HYDERABAD.	
11.4	Business distribution shall be based on the following formula:	

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	Assuming business to be distributed among n parties, the % business for the $L_x = 100 \cdot (n-x+1) / \sum n$ (for n=1 to n)				
11.5	In case of a tie in the position/ranking, the audited turnover of the last financial year of bidder shall be the basis for the deciding the ranking/position. The bidder having the higher turnover shall be positioned/ranked better. Example: If two bidders A & B are tied at the L3 position & B has the higher turnover. Hence, B will be considered as L3 & A will be considered as L4. The subsequent positions/rankings will follow from L5 onwards.				
11.6	SAMPLE CALCULATION				
	Assuming number of parties are 3.				
	Bidder Position/Ranking		% Business		
	1		50.00		
	2		33.00		
	3		17.00		
	Total		100%		
	TRANSPORTATION PLANNING				
12.0	WEIGHT MEASUREMENT				
	The weight shall be taken as per actual weighbridge/Weigh-In-Motion record of BHEL HYDERABAD or Consignor for consignments. Following will be considered for weight measurement: i) Outgoing – BHEL Hyderabad weighbridge will be considered for weighment. ii) Incoming – Consignor weighbridge & BHEL Hyderabad weigh bridge. BHEL Hyderabad weighbridge will be considered final. iii) Direct Dispatches – Consignor weighbridge & site weighbridge. The lower of the weight will be considered. If consignor/BHEL weigh bridge is not available/not working, the same to be certified on LR by contractor. If both the places weighbridge is not available, drawing/packing list/Dispatch documents will be reckoned.				
13.0	VOLUMETRIC CONVERSION FOR BULK/VOLUMNIOUS CONSIGNMENTS				
13.1	Indent for volumetric conversion should be released with specific mention of “Volumetric load”.				
13.2	For bulk & light consignments, conversion factor shall be computed as per following formula: Conversion factor (f) = $\frac{\text{Normal Capacity of the vehicle as per category}}{\text{Volume of the category}}$ Volumetric Conversion factor is only applicable for Category 1 & 3.				
	Category	Nominal Vehicle Capacity	Volume (m³)	Weight (Kg)	Conversion factor (kg/m³)
	Category 1	4.5x1.8x2.0m	16.2	9000	556
	Category 3	6.7x2.0x2.4m	32.16	19000	591
	Category 4	12.2x2.6x2.4m	76.12	26000	342
	DISTANCE				
14.0	ROUTE SURVEY AND FEASIBILITY STUDY				
14.1	It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.				
14.2	If Prior Route Survey, on case to case basis, is conducted by BHEL HYDERABAD on its cost by other agencies; the transporter has to necessarily follow the route as prescribed by BHEL HYDERABAD.				
14.3	The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation on the goods.				
14.4	If required by BHEL HYDERABAD, the Contractor shall submit a detailed route survey report containing all important stations and relevant information regarding the obstructions en route				

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	Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels, sharp U-turns etc. for free of cost to BHEL HYDERABAD.
14.5	The contractor shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by contractor except specially specified in Clause 6. Further any damage to Private /Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL HYDERABAD will not be liable for the same.
15.0	ROUTE & DISTANCE
15.1	Freight payment will be made as per the distance mentioned in the indent. The distance will be considered as per the BHEL Distance Committee Recommendation for the year 2020-21. Regular Projects/Unloading Points distance will be notified as mentioned. For New Projects the distance will be as per the recommendation of BHEL distance committee from time to time.
15.2	In case the shortest route is not feasible and the feasible route is within 10% of shortest route or upto maximum of 100Kms, the contractor should absorb the cost. Above 100Kms, total distance will be put for review of BHEL distance committee upon the submission of proper evidence.
15.3	MINIMUM PAYABLE DISTANCE
	If the distance calculated as per Clause 15.1 to 15.2 is less than 300 kms, minimum payable distance will be 300 kms.
15.4	For Schedule III A&B, there will be three slabs based on Ports – i) Mumbai Port (all ports of Mumbai- Mumbai Port Trust & JNPT) , ii) Chennai Port i.e. all ports of Chennai & iii) Other Ports (Ports except Mumbai & Chennai)
16.0	CLASSIFICATION OF LOADING PLACE
16.1	Loading places/areas are classified into three areas
	CLASSIFICATION
	Description
X	50 kms radius of cities Hyderabad, Delhi, Ahmedabad, Bangalore, Greater Mumbai, Pune, Chennai, Kolkata
Y	50 kms radius of cities Haridwar, Jagadishpur, Vijayawada, Warangal, Vishakhapatnam, Guntur, Nellore, Guwahati, Patna, Chandigarh, Durg, Bhilai, Raipur, Rajkot, Jamnagar, Bhavnagar, Vadodara, Surat, Faridabad, Gurgaon, Shrinagar, Jammu, Jamshedpur, Dhanbad, Ranchi, Bokarao Steel City, Belgaum, Hubli-Dharwad, Mangalore, Mysore, Gulbarga, Kozhikhode, Kochi, Thiruvananthapuram, Thrissur, Mallapuram, Kannur, Kollam, Gwalior, Indore, Bhopal, Jabalpur, Ujjain, Amravati, Nagpur, Aurangabad, Nashik, Bhiwandi, Solapur, Kolhapur, Vasai-Virar City, Malegaon, Nanded-Waghala, Sangli, Cuttak, Bhubaneshwar, Raurkela, Puducherry (Pondicherry), Amritsar, Jalandhar, Ludhiana, Bikaner, Jaipur, Jodhpur, Kota, Ajmer, Salem, Tirupur, Coimbatore, Trichy, Madurai, Erode, Moradabad, Meerut, Ghaziabad, Aligarh, Agra, Bareilly, Lucknow, Kanpur, Allahabad(Prayagraj), Gorakhpur, Varanasi, Saharanpur, Noida, Firozabad, Jhansi, Dehradun, Asansol, Siliguri, Durgapur.
Z	Places other than above X & Y
17.0	INDENT FOR PLACEMENT OF VEHICLES
17.1	Indent for placement of vehicles will be communicated to contractor through web-based system or e-mail or manual. The Indent will be sent to local branch only and local branch should communicate the Indent to concerned branch with a copy to Indenter.
17.2	The Indent for placement of vehicles will include the weight and dimensions of the packages to be loaded, address of loading & unloading place, type of vehicle, and contact details of loading, unloading point and distance. Freight Payment Terms are as follows: 1. Category mentioned in indent is final. 2. Slab is based on actual dimensions of the loaded consignment. 3. Weight is as per Clause 12.
17.3	The vehicles should be placed within placement free time as below

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	Intimated Date of Placement	Type of Vehicle	Classification of Loading Place	Placement Free Time (Working Days) for placement
	Placement date	Category 1- HCV	X	2
		Category 2 –Open Truck		4
		Category 3 Truck		2
		Category 4 Trailer		2
		Category 5 Semi Low Bed Trailer		3
		Category 6 Trailer ODC		5
		Category 1- HCV	Y	3
		Category 2 –Open Truck		5
		Category 3 Truck		3
		Category 4 Trailer		5
		Category 5 & 6 Trailer		7
		Category 1- HCV	Z	5
		Category 2 –Open Truck		7
		Category 3 Truck		5
		Category 4, 5 & 6 Trailer		7
17.4	Free time for placement of all categories of vehicles is only 1 Working Day for Mumbai & Chennai Port. For other Ports, free time will be based on classification as per Clause 17.3.			
17.5	Free time will be calculated by excluding the day of indent. For example if indent is released on 14.09.19 and free time is 2 working days, then 16.09.19 & 17.09.19 will be considered as free time(15.09.19 is Sunday, Holidays will not be considered as free time).			
18.0	CANCELLATION OF INDENT FOR PLACEMENT			
	BHEL may cancel the indent without assigning any reasons. The main reasons may be: • Hold on project • Problems in unloading • En route problems • Distance approval for the feasible route • Other Reasons			
19.0	REJECTION OF INDENT			
	The contractor does not have the right to reject the indent. However, contractor may submit request for cancelation of indent for justified reasons, if any, to indenter. Head of Logistics may cancel the indent without penalty for non-placement if the reasons are acceptable.			
20.0	DELAY IN PLACEMENT			
	If the vehicle is not placed within stipulated time as per Clause 17.3 and indent is not cancelled by BHEL HYDERABAD, penalty as per Clause 30 for delay in placement will be applicable			
21.0	NON-PLACEMENT OF VEHICLES WITHIN TIME			
	If the vehicle is not placed as per schedule of placement as above, BHEL HYDERABAD reserves the right to short-close the Indent and offer to other contractors of same schedule (authorized contractors who have been awarded the work in same schedule) at the L1 rate. If any of the contractors accepts the Indent at L1 rate, Non-placement Penalty and delay in placement penalty for the time taken to communicate such non-placement (as per Clause 30) will be recovered from defaulting transporter’s running bills. From the date of short closure of indent, further delay in placement penalty will not be applicable. If the above method fails, Risk Purchase as per Clause 41.0 will be applied.			
	TRANSPORTATION OPERATIONS			
22.0	MOBILIZATION			
	The transporter may inform the mobilization of vehicles by e-mail or updating the vehicle number & driver number in web-based system of BHEL HYDERABAD.			
23.0	ENTRY DOCUMENTATION			
23.1	The Driver must have following documents along with him:			

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	1. Valid Driving License, 2. RC Copy, 3. Fitness Certificate, 4. Insurance certificate with validity up to expected date of delivery.
23.2	A scan copy of these documents may be uploaded in the BHEL HYDERABAD's web-based system or a photocopy of these 4 documents may be submitted to Loading Supervisor/Security.
23.3	It is the responsibility of contractor to obtain the following from Consignor/Loading before leaving the premises of Consignor/Loading area: 1. Entry Date certification in LR, 2. Exit Date certification in LR, 3. Weighment Slip or declaration that the "weighing facility not available" on LR, 4. Invoice & Packing List or Invoice-cum-Packing List, 5. Gate Pass if applicable
24.1	RIGHT OF REJECTION OF VEHICLE
	BHEL HYDERABAD/BHEL HYDERABAD's Vendor/BHEL HYDERABAD's customer reserves the right to reject the vehicle for loading if in their opinion the vehicle is not safe for loading. No Cancellation charges will be paid for such vehicles.
24.2	RIGHT OF REJECTION OF CONTRACTOR FOR PACKING
	The contractor has the right to reject the loading if the packaging is not safe for transportation. BHEL HYDERABAD will decide on its sole discretion that whether CANCELLATION charges should be paid to contractor with approval of HOD.
24.3	RIGHT OF REJECTION OF CONTRACTOR FOR LOADING PATTERN
	The contractor has the right to reject the loading if the loading pattern is not safe for transportation. The transporter should submit the request to reject the loading & BHEL HYDERABAD will decide on its sole discretion that whether CANCELLATION charges should be paid to contractor with approval of HOD.
25.0	LOADING & UNLOADING
25.1	LOADING AT CONSIGNOR'S PREMISES
	Consignor shall be responsible for loading of consignments at its premises. However, if the BHEL HYDERABAD requests in writing to the contractor for loading, the contractor shall arrange for the loading. The Loading charges will be paid in line with Clause 6.6.10
25.2	UNLOADING AT CONSIGNEE'S PREMISES
	Consignee shall be responsible for unloading of consignments at its premises. However, if the BHEL HYDERABAD requests in writing to the contractor for unloading, the contractor shall arrange for the unloading. The unloading charges will be paid in line with Clause 6.6.10
25.3	LOADING/UNLOADING EN ROUTE
	Before loading and unloading at any other places/godowns due to any reason, contractor has to obtain prior approval of BHEL HYDERABAD. BHEL HYDERABAD will reimburse the loading & unloading charges enroute as per Clause 6.6.10, only if the reasons for unloading & loading are attributable to BHEL/BHEL's Customer/BHEL's Vendor.
26.0	JOURNEY MANAGEMENT
26.1	The contractor shall have modernized system for tracking and informing status of the movement of vehicles to / from BHEL HYDERABAD on a routine basis. Contractor shall provide mobile phone facility in trucks and Trailers in order to have communication with the vehicle driver.
26.2	In some urgent consignments, BHEL HYDERABAD may insist for GPS enabled vehicles with access to GPS data. The contractor shall place GPS enabled vehicle with user id & password to BHEL HYDERABAD to track the consignments. Incentive shall be applicable as per Clause 6.6.9. If the contractor fails to provide the GPS enabled vehicle despite the indent, penalty will be as per Clause 30.5.
26.3	In case BHEL HYDERABAD provides tracking device, then the Contractor will be responsible for safe custody and return of device to BHEL HYDERABAD in good working condition, as it was issued to him. Non-return of device will entail a penalty of Rs. 5,000/-.
26.4	Contractor should confirm their acceptance to interact with BHEL HYDERABAD through Web/Internet on matters such as confirmation of placement of vehicles, delivery of consignment etc., through existing systems and also those introduced by BHEL HYDERABAD during the contract period.

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26.5	The Contractors shall be bound to report movement progresses of all incoming/outgoing consignments through e-mail or web based monitoring system or any other mode desired by BHEL		
27.0	DELIVERY TIME/TRANSIT TIME IN RATE CONTRACTS		
27.1	The timely delivery of goods is the essence of the contract.		
27.2	The Delivery time shall be considered from date of dispatch to the stipulated date of delivery therefrom, as per clause 27.4 after allowing the due transit time, excluding date of dispatch and date of delivery.		
27.3	In case the due date of delivery falls on Sunday/Public holiday/holiday at site, next working day will be treated as due date of delivery.		
27.4	Transit time in Days = Distance/ Basic Averaged Running per day. Basic Averaged Running per day will be as per following table:		
	Sl	Vehicle Type	Plain Region (km)
	1	Category 1	300
	2	Category 2	175
	3	Category 3	275
	4	Category 4	100
	5	Category 5	75
	6	Category 6	60
28.0	ADDITIONAL TRANSIT TIME		
28.1	Additional transit time shall be allowed over delivery time in the following cases:		
28.1.1	Category 1, 2 & 3 for Tripura & Mizoram	5 days	
	Category 4, 5 & 6 for Tripura & Mizoram	10 days	
28.1.2	At each Railway Crossing	Documentary proof of application & receipt of permission	
28.1.3	Statutory taxes Clearance	3 Days	
28.1.4	Export consignment to Mumbai/Chennai/Other Ports or Godowns	5 Days	
28.2	For typical designs requiring slow movement in the interest of safety of the consignment, Logistics shall decide additional transit time in consultation with the concerned departments of BHEL HYDERABAD. The contractor has to abide by the maximum speed allowed and should take necessary precautions for safe delivery.		
29.0	LASHING OF THE CONSIGNMENTS		
29.1	Lashing and securing of the consignments for transportation will be the responsibility of the Transporter		
29.2	The Transporter should ensure that the lashing rope do not damage the surface of the materials and hence suitable padding to be given wherever required		
29.3	All the safety precautions required in transportation such as providing of Red Flags, Lights, etc., as may be required to comply with Motor Vehicle Act, shall be the responsibility of the Transport Carriers and they have to ensure the same.		
29.4	Sheathed metallic chains / ropes to be used for lashing with adequate packing of sharp edges. These should be of adequate spacing to ensure proper transportation. Alternatively, fully plastic / nylon sheathed metallic chains or wire ropes may be permitted, provided at no place the sheath has been damaged.		
29.5	Every component loaded in the trailer / truck shall be tied to the truck base firmly.		
29.6	The wooden supports provided between coils and panels, when kept one over the other, shall be of equal height and shall be spaced not more than 3 meters apart, to prevent bowing of the coils and panels.		
29.7	Ensure that there is no metal to metal contact during loading and transportation on the sides. Metallic Channels used for such protective purpose shall be inserted with adequate size wooden		

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	piece, such that the component always contacts the wooden piece and never the metallic portion of the channel.								
29.8	When coils are crated and sent, proper stoppers and spacers are to be provided, so that coils do not move during transportation.								
29.9	When coils are crated and sent, there must be no bundles of tubes etc. kept over the crate. The crates are not designed to carry any load over them.								
29.10	The loading of multiple components one over the other shall not be done.								
29.11	Soft rubber pads shall be used to lash on the product metal surface								
29.12	In the case of loose tubes bundling, soft rubber pads shall be used when the bundle is fastened with binding wire, so that there is no metal to metal contact.								
29.13	In the case of Headers, they are to be kept on wooden V Block / curved Wooden V Blocks with the stubs pointing to the top.								
29.14	In the case of crated coils, lashing shall be on the frame of the crating and not on the coil tubes.								
29.15	Overhanging of components should be avoided.								
29.16	Components loaded in the vehicle should be carried to the destination in the same vehicle. No trans-shipment to another vehicle is permitted.								
29.17	Components loaded in the vehicle should not be unloaded and stored in any other premises/ in the yards of the Transporter.								
29.18	The components, if found incompletely painted or having paint damage, the same shall be informed to Logistics before the components are loaded.								
29.19	The tubes are all provided with end caps and it is the responsibility of the Transporter to see that the end caps are in place in all the coils.								
30.0	PENALTY								
30.1	PENALTY FOR DELAY IN PLACEMENT OF VEHICLES								
30.1.1	For delay in placement of vehicles after free time, the penalty will be deducted automatically from the bill of the Contractor as per the following rate								
	<table> <tr> <th>Category</th><th>Delay In Placement Penalty In Rupees per day</th></tr> <tr> <td>Category 1 & 2</td><td>1000</td></tr> <tr> <td>Category 3</td><td>1200</td></tr> <tr> <td>Category 4, 5 & 6</td><td>1500</td></tr> </table>	Category	Delay In Placement Penalty In Rupees per day	Category 1 & 2	1000	Category 3	1200	Category 4, 5 & 6	1500
Category	Delay In Placement Penalty In Rupees per day								
Category 1 & 2	1000								
Category 3	1200								
Category 4, 5 & 6	1500								
	The delay in placement will be applicable as illustrated below. Example: Date of Indent: 02.09.19 Category of Vehicle: 3 i.e. Truck Loading Place: Hyderabad Free Time: 2 Days i.e. 03.09.19 & 04.09.19 Date of placement: 09.09.19 No. of days delayed: 09.09.19-02.09.19-free time (2 days) -1 (excluding day of placement) = 4 Days Delay in Penalty = 4 x 1200 = Rs. 4800/-								
30.1.2	Penalty for delay in placement will be maximum of 7 days.								
30.2	PENALTY FOR NON-PLACEMENT								
30.2.1	If the vehicle is not placed as per schedule of placement Clause 17.3. BHEL HYDERABAD reserves the right to cancel/short-close Indent. Non-Placement Penalty in addition to penalty for delay in placement of vehicles will be applicable.								
30.2.2	The non-placement penalty will be as below:								
	<table> <tr> <th>Category</th><th>Penalty For Non-Placement</th></tr> <tr> <td>Category 1 & 2</td><td>1500</td></tr> <tr> <td>Category 3</td><td>1800</td></tr> <tr> <td>Category 4, 5 & 6</td><td>2500</td></tr> </table>	Category	Penalty For Non-Placement	Category 1 & 2	1500	Category 3	1800	Category 4, 5 & 6	2500
Category	Penalty For Non-Placement								
Category 1 & 2	1500								
Category 3	1800								
Category 4, 5 & 6	2500								

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30.2.3	The Non-Placement Penalty shall be recovered from other running/pending bills/Security Deposit of the contractor.
30.2.4	The indent for placement should be considered for cancellation (short closure) within one week of free time.
30.2.5	Example: Date of Indent: 02.09.19 Category of Vehicle: 3 i.e. Truck Loading Place: Hyderabad Free Time: 2 Days i.e. 03.09.19 & 04.09.19 Date of Cancellation (Shortclosure): 10.09.19 No. of days delayed: 10.09.19-02.09.19-free time (2 days) -1 (excluding day of placement) = 5 Days Delay in Placement Penalty = 5days X Rs. 1200 per day = Rs. 6000/- Non-placement Penalty = Rs. 1800/- Total Penalty = Rs. 6000/- + Rs. 1800/- = Rs. 7800/-
30.3	PENALTY FOR LATE DELIVERY
	If consignments are not delivered within delivery time defined under clause 27 & 28, a penalty @ 1.0% of the basic freight charges per day delay or part thereof subject to a maximum of 10% of basic freight up to 30 days, shall be levied. Beyond 30 days, penalty is flat 15% of freight bill.
30.4	PENALTY FOR TRANSSHIPMENT
	Penalty will be imposed for transshipment @ 10% of basic freight.
30.5	PENALTY FOR NON-PLACEMENT OF GPS ENABLED VEHICLE
	In case, BHEL indented for GPS enabled vehicle the penalty of Rs. 1,000/- is to be levied if facility is not provided.
30.6	PENALTY FOR OVERLOADING
30.6.1	If the planned indented weight of the goods is within NVW of the vehicle and after loading if the actual weight becomes more than NVW of the vehicle, the consignment should be unloaded. Generally, overloading is not permissible.
30.6.2	The contractor shall not accept indent if the weight of the goods is more than NVW of the vehicle. In such cases it is primary responsibility of the transporter to reject the such indent and intimate BHEL immediately. If the contractor overloads such goods, the contractor is responsible for all the acts and deeds arise due to overloading. BHEL shall not reimburse/pay the penalties levied by the statutory authorities imposed on the account of overloading. If any penalty/damages are imposed on BHEL, same shall be paid by the contractor without any demur. If contractor fails to pay the same, BHEL shall pay the same and it will be recovered from contractor pending bills/Security Deposit in BHEL or through legal recourse.
30.6.3	In case of overloading, no payment will be made over NVW of the vehicle.
30.6.4	If documented weight of the goods is within NVW of the vehicle and no weighing facility is available at the loading point then in such case no overloading penalty shall be imposed for overloading. If the weighing is carried out at unloading point, payment will be made up to actual weight i.e; Weigh Bridge Weight. The overloading RTO penalty will also be reimbursed.
30.6.5	In any case, the total penalty shall not exceed 50% of basic freight.
31.0	HIRING OF SERVICES
31.1	It is preferred that contractor places his own vehicles for transportation.
31.2	Hiring of vehicle along with Driver & helpers from other sources of repute in the market is permitted.
31.3	In case of hiring of vehicle, Contractor will be responsible for all contractual & legal responsibilities. Contractor shall indemnify BHEL for all the damages and loss caused to BHEL. Contractor shall pay for all the damages and loss caused to BHEL.
31.4	Hiring of other peripheral services as GPS tracking /civil work/loading /unloading is permitted.

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32.0	CONSIGNMENT NOTE/LR
32.1	Consignment Note/Loading Receipt Format
	The LR should be prepared with all the details provided by BHEL.
32.2	CONSIGNMENT NOTE/LR CERTIFICATION
	The following information shall invariably be legibly and clearly indicated on the Consignment Note (i.e. LR) by the Contractor at the time of loading of the consignment and prior to certification of dispatch by the consignor / customer 1. Registration No. of the vehicle, 2. No. of the packing cases or liquid quantity in KL, 3. Name & address of the consignor and consignee with specific destination, 4. Description of the consignments with BHEL HYDERABAD Purchase Order (PO) reference as applicable, 5. Invoice Number or the exemption certificate reference, 6. Reference to all other relevant information of Dispatch Advice Note, and E Way Bill etc as applicable from time to time
33.0	EN ROUTE DOCUMENTS AND EXPENSES
33.1	While accepting the consignments for transportation, the Contractor should ensure that all necessary documents are collected; permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained en route for want of these documents. The i. Original for Buyer Invoice indicating PO reference/Not For Sale Certificate, ii. E Waybill iii. Consignee Copy of LR for door delivery The Contractor shall be responsible for delivering the above documents to the consignee.
33.2	Any expenses incurred and detention on this account will be the risk and cost of the Contractors except charges mentioned in Clause 6.
33.3	The contractor shall be responsible for collecting all the documents in line with prevailing regulatory requirement of the government agencies. BHEL shall be responsible for the facts & figures stated in the documents handed over to contractor. If a consignment is detained en route by the authorities due to non-carrying of documents and penalty/delay, if any, are imposed; such payment will have to be borne by the Contractor and consignment got released and delivered in time. However, if the consignments is detained en route owing to facts/figures stated in the provided documents; BHEL shall be responsible for such delay/penalty. For example: For the movement of goods from consignor works, it is regulatory requirement to carry the invoice/Not for Sale letter along with goods. It will be the responsibility of contractor to collect the invoice. Any penalty/detention of vehicle on account of non-collection of invoice will be in scope of contractor. However, owing to facts/figures stated in invoice; the responsibility of penalty/delay will be of BHEL.
33.4	The Contractor should also collect at the time of booking, all the documents required such as loading advise slip, E Way bill, Original for buyer Invoice/Not for Sale Certificate, forwarding notes/challans with descriptions of goods and value etc., and ensure safe transportation and easy identification at the time of delivery, otherwise any loss on account of this will be recovered from the contractor. In case of doubt as to the freight charges to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.
34.0	DELIVERY & ACKNOWLEDGEMENT
	The Contractor shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature & seal of consignee's representative receiving the material duly specifying in and out date with Registration No(s) of the vehicle.
35.0	SAFETY OF CONTRACTOR'S WORKMEN

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	The Contractor shall have to indemnify the BHEL HYDERABAD against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL HYDERABAD premises or anywhere en route. All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act 1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative. The Contractor shall be bound to indemnify BHEL HYDERABAD against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
36.0	INSURANCE
36.1	The contractor is responsible for safe delivery of the consignment at the destination. Though BHEL HYDERABAD / CUSTOMER shall arrange insurance of the consignment, the contractor will be responsible for any damages as per extant applicable act. But, that will not in any way absolve the contractor from compensating BHEL HYDERABAD in case of damage / loss and also the contractor shall be responsible for any mishap, accident en route and consequences thereof including legal complications, if any.
36.2	The Contract as entered into between BHEL HYDERABAD and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them as per extant applicable act.
36.3	All accidents at any point shall be reported immediately to BHEL HYDERABAD in writing through e-mail with photographs.
36.4	In case of accident the Contractor is bound by this contract to submit the following documents within time specified in each case by BHEL: 1.RC copy, 2. Insurance Certificate of vehicle with validity, 3.Fitness Certificate of the vehicle, 4. Valid Driver license, 5. LR/GR copy, 6.Maintenance certificate for puller (Case specific), 7. Damage/Open delivery Certificate (Original), 8.LR copy (including remarks, if any), 9.Driver's statement Original as per BHEL Format, 10.FIR Copy, 11. Any other documents if required by Insurance Agency Transshipment in such case shall be allowed without penalty after completing all necessary formalities by concerned BHEL HYDERABAD officials.
36.5	Based on Insurance Surveyor Report, the Insurance cases will be divided into two categories: 1. Fault of transporter/contractor mentioned in Insurance Surveyor report 2. No fault of transporter/contractor mentioned in Insurance Surveyor report Case 1: Fault of transporter mentioned in the Insurance Surveyor Report: The process will be as below:

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	A. No admission of Claim: If the insurance agency does not admit the claim owing to fault of transporter, the claim will be lodged on transporter and the amount will be recovered from transporter. No freight payment up to accident place will be made. B. Under settlement of claim: If the claim is under settled due to non-submission of documents by the transporter, under settled amount by insurance company will be recovered from transporter. No freight payment up to accident place will be made. C. No Recovery from transporter provided there is no fault of transporter. Case 2: In other damage cases, no recovery will be made. No freight payment up to accident place will be made. In case of shortage, freight payment will be made.	
36.6	No payment for transportation from consignor place to place of accident will be made. Payment for transportation from accident place to place of unloading (whether back to consignor or consignee) will be made.	
37.0	PAYMENT	
37.1	Mode of Payment	
	To Pay Basis: To be paid by BHEL HYDERABAD's customer/Vendor	
	To be billed: To be paid by BHEL HYDERABAD	
37.2	Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate along with necessary documentation as below. In case, all the documents are not presented along with the bill, the payment may be delayed.	
37.3	For the consignments booked on "To Pay" basis, where the Contractor has to realize payment from the BHEL HYDERABAD's customer/Vendor and the BHEL HYDERABAD's customer/Vendor does not make the payment, BHEL HYDERABAD will accept the freight bills subject to either one of the following: i. Submission of Non-Payment Certificate issued by the BHEL HYDERABAD's customer/Vendor to the Contractor ii. Processing of such freight bills shall be done only on endorsement/ authorization by concerned product commercial/purchase department. The Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate along with necessary documentation	
37.4	A registered person supplying taxable services shall before or after completion of service but within a prescribed period, issue an invoice showing description, value etc as prescribed. In case of tax payable under Reverse Charge Mechanism (RCM) by recipient of service i.e. BHEL, any interest or penalty on account of non-raising of invoice on time or any other reason not attributable to BHEL will be accountable to supplier/contractor of service and deducted from his bills. In case of tax payable under Reverse Charge Mechanism (RCM) by recipient of service i.e. BHEL, GST input credit is denied/reversed on account of non-raising of invoice on time or any other reason not attributable to BHEL will be accountable to supplier/contractor of service and deducted from his bills along with interest/penalty levied.	
37.5	The EMD, security deposit or any other payment due to contractor shall not carry any interest.	
37.6	FORMAT OF FREIGHT BILL	
	The freight bills should be submitted as per the format specified by BHEL.	
37.7	DOCUMENTATION FOR FREIGHT BILLS	
37.7.1	The freight bills should be submitted with following supporting documents:	
	1. RC copy of loading vehicle	2. RC copy of unloading vehicle
	3. Indent/ Placement e-mail/ manual	4. Gate Pass/Other document issued by consignor mentioning vehicle number, no. of items loaded.
	5. Weighment Slip or "Weighment Not Available" certification at loading point	

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	or Weight as per Delivery Challan/Invoice.If transporter misplaces the weighment slip duplicate can be issued by the weigh bridge dept on the recommendation of Logistics indenting department	
	6. LR with delivery acknowledgement	7. Weighment Slip of unloading point
	However, only Document 1, 2 & 6 are must for submission along with bills. All the other documents are optional for submission	
37.7.2	All the above documents shall be submitted for processing of bills within 30 days. However, only Document 1, 2 & 6 are must for submission along with bills. All the other documents are optional for submission.	
37.7.3	If document 1 & 2 are not submitted along with bills, bills will be processed for one category lower than actual category with approval of HOD. If Document 6 i.e. Original LR is kept by the site & delivery acknowledgement is provided on the photocopy of the LR, it will be considered as valid document. In case, the Original LR with delivery acknowledgement is lost by transporter, contractor has to submit the indemnity bond as per the format of BHEL along with certification of HOD of concerned Contract Management on LR and penalty of 0.5% of basic freight will be levied. If Document 3 i.e. Indent copy is not available with transporter/Logistics-Shipping, the same may be certified by Logistics Executive with confirmation of delay in placement in e-mail/back of LR. It will be considered valid document. If transporter does not submit Document 4 & 5, Logistics Shipping/Purchase/Concerned executive on request of Freight billing shall arrange the same. Document 7 is optional and only for record purpose and the bills can be processed without document 7.	
37.8	All additional charges like detention, ODC & Challans, railway gate charges and any other charges will be paid along with freight bill only	
38.0	TRANSSHIPMENT	
38.1	Transshipment is strictly not allowed. However In case any transshipment becomes inevitable due to break down etc., enroute, the same may be done on exceptional basis with prior approval from in-charge logistics.	
38.2	Penalty will be imposed for transshipment as per Clause 30.4.	
38.3	The entire responsibility for safety of goods shall be at the risk and cost of the transporter during transshipment. Any transshipment anywhere shall be done under strict supervision of the Contractor/his representatives to avoid the risk of any damage to the packing case or the consignment being transshipped.	
38.4	For processing of freight bill of transshipped vehicle, RC copy of both loading & unloading vehicles is must for processing of bill. The category of the lower capacity vehicle will be considered for payment.	
39.0	CLUBBING OF MATERIAL	
39.1	Clubbing of material of two or more vehicles on to one vehicle is serious offence and is not permitted in any circumstances. No payment will be released for all such vehicles.	
39.2	If more than three such instances are found the contract may be short closed with the contractor and suitable disciplinary action will be taken as per BHEL HYDERABAD guidelines.	
40.0	MALPRACTICES/IRREGULARITIES/TAMPERING WITH LR'S, BILLS	
40.1	During the processing of the bills or at any time, if BHEL HYDERABAD finds that Contractor has breached the terms and conditions of the contract, tampered the LR's, Bills, permission letters, any malpractices, irregularities etc., then BHEL HYDERABAD will forfeit all such bills claimed by the Contractor to the extent of that consignment by way of penalty and action would be taken against the contractor as per the extant rules of the company.	

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40.2	Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL HYDERABAD will recover the penalty amount as per Clause 30 for the delay in delivery of the consignments from other pending bill/security deposits of the Contractor pending with BHEL HYDERABAD or through appropriate legal recourse.
41.0	RISK PURCHASE
41.1	BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor.
41.2	In case Contractor withdraws the quotation after its acceptance by BHEL, or fails to execute the work as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, the EMD submitted by Contractor shall be forfeited and Freight Contract shall also be terminated. BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the BHEL will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor.
42.0	RIGHTS
42.1	BHEL reserves the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case, no bidder/intending bidders shall have any claim arising out of such action by BHEL.
42.2	BHEL reserves the right to reject conditional tenders, tenders that are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
42.3	BHEL reserves the right to evaluate the bids as per BHEL norms and its decision shall be final and binding on the transporters.
42.4	BHEL reserves the right to cancel / terminate the work-order / contract at any time during its currency without assigning any reasons whatsoever.
42.5	BHEL reserves the right to short close tender, or any part of the tender, without assigning any reasons thereof.
42.6	The Transporter shall have no right to demand at any time during the currency of this Contract any minimum quantity of load for transportation.
42.7	In the event of any successful Tenderer's failure to fulfill any of the tender/ Contract obligations including non-lifting of consignment(s) as per Contract /Agreement BHEL reserves the right to entrust the job to alternate Transport Carrier and additional expenditure if any including consequential cost viz., demurrage etc., shall be recovered from the default Tenderer. The decision of BHEL with regards to the actual losses incurred by BHEL including the responsibility shall be final and binding on the Tenderer
42.8	All amounts including the losses / damages / penalties / compensation and extra charges of fright, resulting from non-compliance with the terms of contract, payable by the Contractor to BHEL under the terms of the contract shall be recovered from the outstanding payments to Contractor either under the contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, BHEL reserves the right to recover the same amounts from the payments due to Contractor in any of the units of BHEL in any part of India.
42.9	It may be noted that as despatches are to take place at different locations in India, it is not possible for BHEL to monitor such loadings, check to the fitness of the vehicle placed, to ensure that the vehicle are loaded to their full capacity and also to restrict over loading. Hence it is the responsibility of the Transport Carriers to ensure that the vehicles are loaded to their full capacity as per the RC Book, to ensure that overloading is not done, and also to ensure the vehicles placed is fit enough to suit the dispatch of the materials being dispatched. Non observance of the above

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	by the Transport Carrier, if results in damage / loss to the materials of BHEL, the Transport Carriers should compensate the loss to BHEL in the same way as demanded by BHEL.
42.10	It is the sole responsibility of the Transporter to place and transport the BHEL consignments in specific Loading capacity of vehicles, to suit the weight/dimensions of the consignment. All BHEL consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Transporter's account.
42.11	The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card (wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The Contractors shall also appoint and provide at their own cost for each vehicle a driver, assistant and other staff as may be necessary.
42.12	BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure that the party is a reputed one, with well-maintained vehicles and valid permits / documents. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the contractor will be solely responsible for the safe delivery of BHEL. Consignments without prejudice or any other rights or remedy, to proceed against the Contractor.
42.13	Where BHEL intends to depute an escort for certain important consignments, they should be allowed to travel in the vehicle to the destination free of cost and communication should be sent on day-to-day basis till the consignment reaches destination.
43.0	PERFORMANCE EVALUATION
43.1	Performance of the transporters will be evaluated on monthly basis based on placement of vehicles in time.
43.2	Business volume will be calculated based on basic freight only.
43.3	If any contractor/transporter does not place vehicle against an indent, the penalty will be as per Clause 30.2. Also, the business volume of that vehicle will be calculated as the business volume provided to contractor.
43.4	The indent against which the contractor did not place the vehicle will become open indent. Open indent will be offered to all the remaining contractors at the same rate. Remaining contractors will be given time of 1 day to confirm the expected date of placement and indent will be released to contractor with minimum time for placement and ranking. However, the business volume will not be added to allotted business volume of contractor who executes such open indent.
43.5	Example: Indent No. 71 Released on: 02.12.19 Category of vehicle: 4 – High Bed Trailer Free Time: 2 Days – 03.12.19 & 04.12.19 Not placed up to: 10.12.19 (8 Days excluding 02.12.19) Contractor Name: B (Rank 2 out of 3) Date of cancellation of (Short closure): 11.12.19 No. of days delayed: 11.12.19-02.12.19-2days free time-1(excluding date of indent) = 6 Days Penalty for delay in placement: Rs. 1500 X 6 days = Rs. 9000/- Penalty for non-placement: 2500 Total Penalty on A = 9000 + 2500 = Rs. 11,500/- Assuming Basic Freight for above Indent = 70,000/- Business Non-Executed for Contractor B = 70,000/- Open Indent is released to two remaining contractors i.e. A (Rank 1) and C (Rank 3) Offered placement time by contractors: A – 3 Days, C – 2 Days In view of the above, business distribution as per Clause 11.0 (assuming 1 Crore business in one month):

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	Business Volume = Executed Business + Non-Executed Business Open Indent business will be added to the contractor who has not placed the vehicle and business volume of contractor who place such vehicle will remain unchanged. Business Volume of Contractor A – 50% = 50 Lakh Business Volume of Contractor B – 33% = 32.3 Lakh+ Non Executed Business of Rs. 70,000 Business Volume of Contractor C – 17% = 17 Lakh (Executed business of open Indent of Rs. 70,000/- will not be added)
43.6	Procedure for calculation of performance will be as below: 1. Each vehicle placement will carry one point. 2. For each successful placement of vehicle within time, 1 point will be given to transporter. 3. For each delayed placement, 0.5 points will be given to transporter. 4. For each non-placement, 0.3 points will be given to transporter. 5. For each Open Indent placement, 1.5 points will be given. At the end of each month, the transporter will be provided the score of points scored against total points and will be graded into following three categories: 1. Good : Points scored/Total Points - 0.80 to 1.0 2. Satisfactory: Points Scored/Total Points - 0.60 to 0.79 3. Poor: Points Scored/Total Points - 0 to 0.59.
43.7	If a contractor is in Poor Grade for two consecutive months, BHEL reserves the right to review and put the poor graded contractor on hold for the next 6 months and offer the L1 rates and enter into contract to other technically qualified bidders of AITC2020-21. In such case, the rank of higher ranked contractors will automatically reduce and business distribution will be changed accordingly as per Clause 11. However, if no bidder accepts the L1 rate, the contractor has to continue the allotted work.
43.8	Example: Group-B of Schedule B - Total contractors required - 3. Authorized Contractors who accepted L1 rates - 3. Other technically qualified bidders who are did not accept the L1 rates - 12. Rank 1 - Transporter A - Business 50% Rank 2 - Transporter B - Business 33% Rank 3 - Transporter C - Business 17% In case, the transporter B in in Poor Grade for two consecutive months. The L1 rates will be offered to other technically qualified bidders according to their rank/position in tender priority. If the transporter G accepted the L1 rates, BHEL will put transporter B on hold for 6 months and enter into contract with Transporter G for 6 months only. Further ranking will be as below: Rank 1 - Transporter A - Business 50% Rank 2 - Transporter C - Business 33% Rank 3 - Transporter G - Business 17%. After 6 months, the business will be resumed with transporter only after his confirmation that he will place the vehicles within time. The new business distribution will be equal to Transporter G. Rank 1 - Transporter A - Business 50% Rank 2 - Transporter C - Business 33% Rank 3 - Transporter B - Business 17%.
44.0	FORCE MAJEURE
44.1	Acts of Nature, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, damaged bridges/culverts/roads, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/civil or military, labor strikes or other industrial disturbances, lockouts, and other similar causes / events

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	over which the Contractor/BHEL has no control. Mechanical failure shall not be part of force majeure conditions.
44.2	If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, additional transit time may be allowed by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof along with photographs.
44.3	The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.
44.4	Force Majeure conditions will apply on both sides. Force majeure conditions should be substantiated with supporting documents.
45.0	BHEL's FRAUD PREVENTION POLICY
	The Bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
46.0	BHEL'S GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/ CONTRACTORS
	Carriers may please note that "abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page".
47.0	INTEGRITY PACT
	Integrity pact will form the part of NIT as the estimated value of the tender. The contractor will have to submit duly signed integrity pact.
48.0	INDEMNITY
48.1	The Contractor shall have to indemnify BHEL against all claims for injury or damage to any person or property caused by his negligence or negligence of his employees whilst in BHEL premises/sites/en route.
48.2	The Contractor shall indemnify the BHEL against all payments by way of compensation or otherwise which the BHEL may be called upon to make under the provisions of the applicable Acts to any workmen as aforesaid, and any cost incurred by the BHEL in connection with any claim preferred by such workmen and or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third person arising out of or occasioned by the negligent, imperfect or improper performance of this contract by the Contractors, their workmen servants or agents
48.3	The Contractors shall further indemnify BHEL against: (i) Observance of Labour & Industrial Laws. (ii) Documentary compliance relating to freight billing. (iii) Indemnity shall cover the entire transit right after loading to the unloading at destination.
49.0	ARBITRATION & CONCILIATION
	Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in

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	force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause 48 above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.
50.0	JURISDICTION
	It is only after exhausting the Arbitration above further legal proceedings arising under or relating to this contract, the courts at Sangareddy in Medak District in Telangana only shall have the jurisdiction.

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ANNEXURE-E

CATEGORIES OF VEHICLES

Following six categories are covered under this contract:

Category of vehicle is not solely decided on weight but also based on Length/ Width/ Height or contour of the consignment. If any of the dimensions or weight of the consignment cannot be accommodated in a category, it falls in the next higher category.

1. CATEGORY-1(HCV):

The vehicle having Gross Vehicle weight equal or less than 18,500 Kgs are covered as Category 1 in this contract.

a. Weight:

For weight loaded upto 7000 kgs, payment will be for 7000 kgs or loading capacity of the vehicle, whichever is lower.

For weight loaded above 7000 kgs, payment will be for 9000 Kgs or loading capacity of the vehicle, whichever is lower.

For weight loaded above 9000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight or loading capacity of the vehicle whichever is lower.

For consignments of weight below 3000Kgs, approval from the concerned commercial HOD is to be submitted.

Note: No approval is required in case indent weight based on available document like OBD etc is more than 3000Kgs whereas weigh bridge weight is less than 3000Kgs and payment to be made for 7000Kgs.

b. Dimensions:

Consignments having following dimensions fall under Category 1: Length up to 5,630 mm, Width up to 2,000 mm & Height up to 2,130 mm.

2. CATEGORY-2 (OPEN TRUCK):

The vehicle having Gross Vehicle weight less than 28000 Kgs are covered as Category 2 in this contract. Open Body Trucks & JCB carrying vehicles are also covered under this category.

a. Weight:

Freight payment will be made for 12000 Kgs or loading capacity of the vehicle, whichever is lower.

For weight loaded above 12000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight or loading capacity of the vehicle, whichever is lower.

b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 8,500 mm, Width up to 2,430 mm & Height up to 2,000 mm.

3. CATEGORY-3 (TRUCK):

The vehicle having Gross Vehicle weight of 28000 Kgs, 35000 Kgs and 41000 kgs are covered as Category 3 in this contract.

a. Weight:

Minimum payment will be 19,000 Kgs in this category.

For weight loaded up to 19,000 Kgs, Freight payment will be made for 19,000 Kgs or loading capacity of vehicle, whichever is lower.

For weight loaded between 19,001 Kgs to 23000 Kgs, Freight payment will be made for 23,000 Kgs or loading capacity of vehicle, whichever is lower.

For weight loaded above 23,000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight or loading capacity of the vehicle, whichever is lower.

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b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 7,300 mm, Width up to 2,200 mm & Height up to 2,740 mm.

4. CATEGORY-4 (HIGH BED TRAILER):

The vehicle having Gross Vehicle weight from 39500 Kgs, and 45500 Kgs to 55000 Kgs are covered as Category 4 in this contract.

a. Weight:

Minimum payment will be 26,000 Kgs in this category.

For weight loaded from 26,001 Kgs to 32,000 Kgs, payment will be 32,000 Kgs or loading capacity of vehicle, whichever is lower. For weight loaded between 32,001kgs to 38,000kgs, Freight payment will be made for 38000Kgs or loading capacity of the vehicle, whichever is lower.

For weight loaded above 38000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight or loading capacity of the vehicle, whichever is lower.

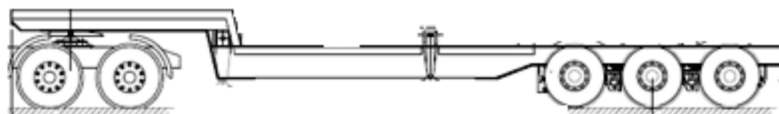
b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 12,200 mm, Width up to 6,000 mm & Height up to 3,050 mm.

5. CATEGORY-5 (TRAILER – Semi Low Bed Trailer):

The vehicle having Gross Vehicle weight from 39500 Kgs, and 45500 Kgs to 55000 Kgs are covered as Category 5 in this contract.

Semi Low Bed Trailers are required for Over Height Consignments, which are very difficult to transport by High Bed Trailer. The trailer body for Semi Low bed trailer is as below.

**a. Weight:**

Minimum payment will be 26,000 Kgs in this category.

For weight loaded from 26,001 Kgs to 32,000 Kgs, payment will be 32,000 Kgs or loading capacity of vehicle, whichever is lower. For weight loaded between 32,000kgs to 38,000kgs, Freight payment will be made for 38000Kgs or loading capacity of the vehicle, whichever is lower.

For weight loaded above 38000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight or loading capacity of the vehicle, whichever is lower.

b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 10,700 mm, Width up to 6,000 mm & Height up to 3,500 mm.

6. CATEGORY-6 (TRAILER – ODC):

The vehicle having Gross Vehicle weight from 39500 Kgs, and 45500 Kgs to 55000 Kgs are covered as Category 6 in this contract.

a. Weight:

Minimum payment will be 26,000 Kgs in this category.

For weight loaded from 26,001 Kgs to 32,000 Kgs, payment will be 32,000 Kgs or loading capacity of vehicle, whichever is lower. For weight loaded between 32,001kgs to 38,000kgs, Freight payment will be made for 38000Kgs or loading capacity of the vehicle, whichever is lower.

For weight loaded above 38000 Kgs, proportional payment will be made. Freight payment will be made for weigh bridge weight or loading capacity of the vehicle, whichever is lower.

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b. Dimensions:

Consignments having following dimensions fall under this Category: Length up to 16,000 mm, Width up to 6,000 mm & Height up to 5,500 mm.

Note: Consignments of weight more than 38000Kgs as per available documents are covered under Hydraulic Trailer Contracts.

7. Note:

7.1 Maximum payment will be limited to loading capacity of the vehicle.

Loading capacity of vehicle = Gross Vehicle Weight (Laden weight)-Unladen weight mentioned on RC.

7.2 As the availability of Open Trucks/JCB is very limited in market, dispatch of Open Truck items may be dispatched in Category 4(Trailer) in case of urgency/need with approval of the concerned commercial HOD / General Manager.

7.3 In case consignment(s) can be transported in multiple categories, the indent should be released for the category for which the basic freight is minimum.

7.4 In special case if the Consignments of length, width or height are beyond the defined limits are transported in this above Categories of vehicles, freight for such packages will be paid extra for categories 1, 3, 4 & 5. Extra payment will be made additionally @ 5% of basic freight.

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ANNEXURE-F
PRICE SCHEDULE & EVALUATION

1. Schedule IIIA - Group-A: Following are the estimated rates:

Schedule	Category No.	Category Name	Length	Width	Height	Slab	Estimated Rate				
			mts	mts	mts		per MT per km				
							Mumbai Port	Chennai Port	Others		
Schedule IIIA - Others- Ports - Group-A (Truck)	Category 1	HCV	4.26	1.82	1.82	1	4.73	3.92	5.55		
					2.13	2	4.89	4.07	5.77		
				2.00	1.82	3	4.73	3.92	5.55		
					2.13	4	4.89	4.07	5.77		
			5.63	1.82	1.82	5	4.89	4.07	5.77		
					2.13	6	5.06	4.25	5.94		
				2.00	1.82	7	4.89	4.07	5.77		
					2.13	8	5.06	4.25	5.94		
			Category 2	Open Truck	7.30	2.13	1.82	1	4.28	3.54	5.02
							2.00	2	4.28	3.54	5.02
						2.43	1.82	3	5.17	4.09	6.01
							2.00	4	5.17	4.09	6.01
	8.50	2.13			1.82	5	4.45	3.68	5.22		
					2.00	6	4.45	3.68	5.22		
		2.43			1.82	7	5.33	4.31	6.45		
					2.00	8	5.33	4.31	6.45		
	Category 3	Truck			6.70	2.00	2.13	1	3.66	2.99	3.80
							2.43	2	3.78	3.14	3.80
							2.74	3	3.84	3.18	4.50
						2.20	2.13	4	3.78	3.14	4.45
			2.43	5			3.90	3.26	4.64		
			2.74	6			3.98	3.32	4.70		
			7.30	2.00	2.13	7	3.77	3.10	4.43		
					2.43	8	3.89	3.23	4.63		
					2.74	9	3.97	3.32	4.69		
				2.20	2.13	10	3.90	3.26	4.64		
					2.43	11	4.03	3.39	4.82		
					2.74	12	4.10	3.44	4.89		

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2. Evaluation:

- 9.1. The Group-A (Trucks) includes Category 1, 2 & 3.
- 9.2. If a bidder is quoting for any distance slab(Ports) of that Group & Schedule, he has to quote for all the categories of vehicles of that Group. Upon becoming the successful bidder, contractor has to place vehicles for all categories of vehicles.
- 9.3. 'Price schedule' is the estimated rates for each Schedule, Group & category as per Annexure-F of Contract. The Rates are considered as Rate per KM per MT in the price bid schedule.
- 9.4. The rates have to be quoted as per Annexure-I only. The rates quoted in any other formats are liable to be rejected. You are requested to fill the Price bid in percentage only, i.e. plus or minus or at par compared to each Groups. The percentage will be considered up to two decimal points only.
- 9.5. The percentage increase or decrease or at par will be uniformly applied to all the category & slab rates of that distance slab(Ports), Group and Schedule. For Example: If the L1 quoted percentage is -5.20% in Schedule 3A Group A, then the rates of each category & slab in that Distance Slab, Group and schedule will be decreased by 5.20%.
- 9.6. Evaluation will be based on lowest quoted percentage for each distance slab of respective Group and Schedule. The contract rates will be finalized with L1 bidders through negotiation, if required, for each Distance Slab of respective Group and schedule.
- 9.7. The finalized contract rates will be counter offered to L2 to Ln bidders for each distance slab of respective group and schedules as per tender ranking as per Clause 11.
- 9.8. If none of the other transporters accept L1 offer, the L1 bidder itself has to execute total work during the entire contract period.

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ANNEXURE-G
INSTRUCTIONS TO BIDDERS

CLAUSE	DESCRIPTION
1.0	SUBMISSION OF TENDERS
	The tenderers must submit their tenders in three parts in e-tendering Portal as detailed below and as per instructions of NIT.
	PART-I (EMD)
	PART-II (PQR & Techno commercial Documents)
	PART-III (Price Bids as per Annexure-I)
2.0	PART-I & PART-II (EMD, PQR & Techno commercial Documents)
	This shall include the following :
2.1	EMD details like Transaction Reference Number, Date, Bank, etc., shall be filled by the bidder in the e-tendering portal. Proof of EMD payment shall be uploaded/attached in the portal.
2.2	Earnest Money Deposit (EMD) shall be furnished as per Annexure-A
2.3	Accept PQR and NIT in e-tendering Portal.
2.4	Signed copy of all documents for PQR and Signed copy of NIT (Notice Inviting Tender)
2.5	Upload/Attach Power of Attorney in e-tendering portal.
2.6	Unpriced "Annexure-I". The rates are to be quoted only against the Distance Slabs of respective Group and schedule and as per Annexure-I. (Only write 'quoted/not quoted' against each distance slab of respective Group and schedule).
2.7	The above documents (2.1-2.6) shall form one set of the Part-I & Part –II of tender.
2.8	As the tender is floated through the Electronic Procurement System (EPS) , offers to be submitted in EPS only (https://bhel.abcpurchase.com) . Procedure for obtaining Digital Signature Certificate (DSC), Registration with our service provider, obtaining user ID and password for Login for registered and unregistered vendors, Downloading/Submission of tender documents is available on the portal https://bhel.abcpurchase.com .
3.0	PART-III (PRICE BIDS)
3.1	'Price schedule' is the estimated rates for each Distance Slab of respective Group, Schedule & category as per Annexure-F.
3.2	The price bid as per attached Annexure-I shall form the Part-III tender. Price Bid against each Distance Slab of Respective Group & Schedule Shall be furnished in E-Tendering Portal.
4.0	SUBMISSION OF TENDERS
4.1	Tenders Shall be submitted in online mode(EPS) through E-tendering Portal https://bhel.abcpurchase.com
5.0	OPENING OF TENDERS
5.1	Part-I(EMD) & Part – II(PQR, Techno-Commercial BID) will be opened on due date in the e-tendering portal. Upon techno-commercial qualification Part-III(Price BID) may be opened.
5.2	No Reverse Auction for this tender.
6.0	RATES TO BE IN FIGURES AND WORDS
6.1	The tenderer shall quote the rates in English Language and international numerals. The rates shall be entered in figures as well as in words. The metric system of units shall be used.
6.2	If, in the price structure quoted for the required goods/ services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

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6.3	If there is an error in a total corresponding to the addition or subtraction of subtotals , the subtotals shall prevail and the total shall be corrected; and
6.4	If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
6.5	If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
7.0	CORRECTIONS AND ALTERATIONS
	All entries in the tender shall either be typed or be in ink, erasures errors and over-writing are not permitted and may render such tenders liable for rejection. All corrections and alterations shall be duly attested by the bidder with date.
8.0	ALL PAGES TO BE INITIALLED
	All the pages of Part-I, Part-II & Part-III have to be signed in the same signature which is provided in "Power of Attorney". All pages of all volumes and sections including drawing of tender documents shall be initialled with seal by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-I of tender) authorizing him to sign on behalf of the tenderer before submission of tender.
9.0	ADDENDA/Corrigenda/Amendments
	ADDENDA/Corrigenda/Amendments to the tender documents will be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications to the contract terms and conditions. All such ADDENDA/Corrigenda/Amendments when issued shall form part of tender documents
10.0	Power of Attorney: An attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders. Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
11.0	GENERAL
11.1	The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected.
12.0	If a tenderer expires after his submission of the tender or after the acceptance of his tender BHEL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, BHEL may cancel such tender at their discretion unless the firm retains its character.
13.0	BHEL will not be bound by any power of attorney/ granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor, concerned.
14.0	If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Earnest Money Deposit/ Security Deposits.
15.0	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
16.0	Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of BHEL, the authority inviting tender shall be informed of the fact alongwith detail of the officer. Failing this, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money /Security Deposit.
17.0	The tender submitted by a bidder shall become property of BHEL who shall have no obligation to return the same to the bidder.

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18.0	BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.
19.0	In the event of any contradiction between the terms and conditions stipulated in the different volumes forming the tender documents, the order or precedence shall be Special conditions of contract followed by General condition of contract (for commercial aspects).
20.0	Any submission of tender by the bidder shall be deemed to have done after careful study and examination of the tender papers with the full understanding of the implications thereof. The specifications and terms & conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his offer. Noncompliance of any tender instructions may result in the rejection of the tender offer.
21.0	The bidder shall closely peruse all the clauses, specifications and drawings indicated in the tender documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the tender specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarifications on any of the technical aspect, scope of work etc, he shall at once contract the authority inviting the tender for clarification before the submission of the tender.
22.0	Late offers received will not be entertained under any circumstances.

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Annexure-H - FORMATS**Format –I****Tender Ref.: HYLOG21-22AITC/3A/GRP A/RE-02****Checklist (To be printed on bidder's letterhead)**

Sl.No	PARTICULARS FOR EVALUATION OF TECO-COML.BID	Please Tick (✓)	Page
1.	Photocopy of proof of submission of EMD (Photocopy of DD or Printout of NEFT)	Attached/Not Attached	
2.	Format-II regarding bidder details	Attached/Not Attached	
3.	Format-III regarding vehicle ownership	Attached/Not Attached	
4.	Format-IV regarding experience	Attached/Not Attached	
5.	Format-V regarding NEFT details (not to be submitted, if already registered with BHEL, Hyderabad)	Attached/Not Attached	
6.	Declaration: Self-Attested copy of Format-VI	Attached/Not Attached	
7.	Power of Attorney	Attached/Not Attached	
8.	Organization/Firm Registration	Attached/Not Attached	
9.	Self-Attested copy of PAN Card	Attached/Not Attached	
10.	Self-Attested copy of IBA	Attached/Not Attached	
11.	Self-attested copy of RC of vehicles	Attached/Not Attached	
12.	Proof of experience	Attached/Not Attached	
13.	IT Returns for last three financial years	Attached/Not Attached	
14.	Audited Annual Reports for last three financial years	Attached/Not Attached	
15.	Duly Signed And Stamped Copy Of NIT	Attached/Not Attached	
16.	Any Other Detail The Bidder Desires To Furnish	Attached/Not Attached	
17.	MSME CERTIFICATE (IF APPLICABLE)	Attached/Not Attached	

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Format –II**Tender Ref.: HYLOG21-22AITC/3A/GRP A/RE-02****Bidder Details (To be printed on bidder's letterhead)**

Name of the Bidder:

ADDRESS:

Contact Person 1:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Contact Person 2:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Details of the Bidder	
Type of Company (Ltd./Pvt. Ltd./ Partnership/ Proprietorship):	
PAN Card Number:	
IBA Code:	
IBA recommendation validity up to:	
No. of Total vehicles owned:	
Average Turnover of last three financial years (In Crores):	
No. of Employees (Total)	
Administrative	
Technical/Supervisory	
Drivers	
Skilled Workmen	
Unskilled Workmen	
IF RELATED TO ANY BHEL EMPLOYEE NAME: STAFF NO.: DESIGNATION: UNIT & DEPARTMENT: RELATIONSHIP:	

SIGNATURE & SEAL OF THE BIDDER

Format –III

Tender Ref.: HYLOG21-22AITC/3A/GRP A/RE-02

Vehicle Ownership (To be printed on letterhead)

Name of the Bidder:

Sl	Registration No.	Owner name	Manufacturer		Chassis No.	Gross Weight	Proof at Page No.	National Permit valid up to	Remarks
			Name	Year					
1									
2									
3									
4									
5									

Format –IV

Tender Ref.: HYLOG21-22AITC/3A/GRP A/RE-02

Experience (To be printed on letterhead)

1. LR Date should be in 01.04.19 to 31.03.20.
2. Weight of each consignment – i) 5 to 15 MT for Group-A ii) 22 MT to 35 MT for Group-B
3. Number of consignments – only 10

Sl. No.	LR No.	LR Date	From	To	Delivery Date	Weight of the Consignment	Description of the Consignment	Customer Name	Whether Work Completion Certificate issued (If yes, name of Official with e-mail & phone number)	E-mail & Mobile Number of Customer
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

SIGNATURE & SEAL OF THE BIDDER

Format – V

NEFT/RTGS Details

(Vendors to furnish this mandate on their Letter Head)
(NOT REQUIRED FOR ALREADY REGISTERED VENDORS WITH BHEL HYDERABAD)

To
 Manager/Finance-CM
 Bharat Heavy Electricals Limited
 Ramachandrapuram
 Hyderabad
 PIN: 502 032

Ref No:
 Date:

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below

- A. Sup code (As per PO/SCO) / Staffno
- B. Beneficiary (Name as per PO/SCO)
 (Retd Employee to indicate address here)
- C. PAN of beneficiary
- D. TIN of Beneficiary
- E. e-mail address of Beneficiary
- F. City (of Beneficiary)
- G. Bank Name
- H. Branch (of Bank)
- I. A/c Number
- J. A/c type (Savings or Current)
- K. MICR Code of the branch (9 digit)
- L. IFSC for NEFT (11 char)
- M. IFSC for RTGS (If different from L)

Thanking you,

(Signature with Seal)
 Authorised Signatory
 Name
 Designation

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized Official of
 bank)

Bank Stamp

SIGNATURE & SEAL OF THE BIDDER

FORMAT-VI
Tender Ref.: HYLOG21-22AITC/3A/GRP A/RE-02
AFFIDAVIT-CUM-UNDERTAKING

(To be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarized)

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as in M/s., i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorized submit this Affidavit – cum-Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum- undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I hereby state that the following group concerns or affiliates of the bidder (give name, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.

2. I state that we hereby furnish the details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc., including details of DIN Numbers (in case of Directors) and PAN Number (in case of partners/proprietors), duly supported by self-attested copies of relevant documents.

S.No.	Name of the Directors/Partners/proprietor	PAN	DIN for Director

3. I state and hereby confirm that other than this bidder, none of its group concerns or affiliates or participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s) /common Director(s).

4. I state and hereby confirm and declare that my/our firm/Company M/s.....and none of my Group concerns or affiliates etc., have not been banned and appeared on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the Director/Partner/Proprietor of bidder/such group concern or affiliate etc., are involved with such firm/company.

5. I hereby state that there is no change in the name, Constitution and status of the firm/Company before submission of tender. If there is any change in the name, Constitution and status of the firm/Company during the tender process and/or awarded of contract (in case contract is awarded) same will be intimated to the BHEL immediately.

6. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or

SIGNATURE & SEAL OF THE BIDDER

- any document submitted by the bidder was fake or forged; or
- if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit cum undertaking.

DEPONENT

Solemnly affirmed and signed

Before me on this the ___ day

of _____, 2___ at Hyderabad.

NOTARY

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ANNEXURE - I
PRICE BID

Schedule III A – Group A

Tender Ref No.:	HYLOG21-22AITC/3A/GRP A/RE-02		
		Percentage in Figures	Percentage in Words
<u>Quoted Percentage</u> Increase → Plus %(+) Decrease → Minus %(-) At Par → Zero %(0)	Plus (+)		
	Minus (-)		
	At Par (0)		

Note:

- i. You are requested to fill the quoted percentage only in plus or minus or at par. The percentage will be considered up to two decimal points only.
- ii. Evaluation will be based on lowest quoted percentage only.
- iii. The percentage increase or decrease or at par will be uniformly applied to all the category rates.
- iv. For Example: If the L1 quoted percentage is +5.20%; then the rates of each category will be increased by 5.20%.
- v. If there is a discrepancy between words and figures, the amount in words shall prevail.
- vi. The L1 rates will be counter offered to L2 to Ln bidders as per tender ranking as per Clause 11
- vii. If none of the other transporters accept L1 offer, the L1 party itself has to execute total consignments during the entire contract period.
- viii. Bidders accepts all the conditions of the contract.

Name of the Bidder/Company:	
	SIGNATURE & SEAL OF THE TENDERER

SIGNATURE & SEAL OF THE BIDDER

ANNEXURE-J**List of Major PROJECTS**

Sale Order	Project
MPA1047001	Ennore SEZ,TANGEDCO 660 MW UNIT-1
MPA1047002	Ennore SEZ,TANGEDCO 660 MW UNIT-2
MPA1047052	Ennore SEZ,TANGEDCO 660 MW UNIT-2
MPA1052003	5x800 MW TSGENCO Yadadri UNIT-3
MPA1052004	5x800 MW TSGENCO Yadadri UNIT-4
MPA1052005	5x800 MW TSGENCO Yadadri UNIT-5
MPA1052054	5x800 MW TSGENCO Yadadri UNIT-4
MPA1052055	5x800 MW TSGENCO Yadadri UNIT-5
MPA1052006	5x800 MW TSGENCO Yadadri TPS
MPA1057001	1x800 MW North Chennai-BTG Stage III
MPA1060001	MAITREE BANGLADESH UNIT-1
MPA1060002	MAITREE BANGLADESH UNIT-2
MHN1007003	BARC ATVP IB ASSY
MHN1007004	BARC ATVP IB ASSY
MFA1056001	SHREE CEMENTS-3 Raipur-1X27 MW
MAA1023001	TATA Kalingnagar 1X 120 MW
MCA1051001	ONGC URAN -Lean Gas Compressor
MFA1059001	TATA Chemical, Mithapur 1X 14.9 MW
MPA1050001	1 x 660 MW MSPGCL Bhusawal Unit-1
MPA1050051	1 x 660 MW MSPGCL Bhusawal Unit-1
MPA1064001	2 x 660 MW TANGEDCO Udangudi Unit-1
MPA1064051	2 x 660 MW TANGEDCO Udangudi Unit-1
MPA1064002	2 x 660 MW TANGEDCO Udangudi Unit-2
MPA1064052	2 x 660 MW TANGEDCO Udangudi Unit-2
MPA1063001	1 x 660 MW UPRVUNL Panki
MPA1063051	1 x 660 MW UPRVUNL Panki
MPA1062001	3 X 800 MW JBVNL PATRATU UNIT-1
MPA1062051	3 X 800 MW JBVNL PATRATU UNIT-1
MPA1062052	3 X 800 MW JBVNL PATRATU UNIT-2
MFA1066001	Damodar Ispat 1X42 MW STG
MFA1065001	Super Smelter 1X35 MW STG
MFA1051001	Grasim Industries Bharuch 1 X 45 MW
MFA1058001	OMPL-II, 1X 45 MW STG
MFA1070001	Orissa Metalik Pvt. Ltd.(OMPL-III)
MCA1054001	IOCL Panipat EBR Compressor
MFA1067001	TNPL 1X20 MW STG
MFA1071001	GHCL 1X18.5 MW STG
MFA1073001	GNFC Gujarat 1 x 1.065 MW STG
MFA1076001	SMEL 1X40 MW STG
MAITREE-AHP	MAITREE - Ash Handling Plant Items
MHN1008001	SIEMENS-HEATERS

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DISTANCE FOR VARIOUS PROJECTS		
Sale Order	Project	Distance from Hyderabad
MPA1047001	Ennore SEZ,TANGEDCO 660 MW UNIT-1	701
MPA1047002	Ennore SEZ,TANGEDCO 660 MW UNIT-2	701
MPA1047052	Ennore SEZ,TANGEDCO 660 MW UNIT-2	701
MPA1052003	5x800 MW TSGENCO Yadadri UNIT-3	300
MPA1052004	5x800 MW TSGENCO Yadadri UNIT-4	300
MPA1052005	5x800 MW TSGENCO Yadadri UNIT-5	300
MPA1052054	5x800 MW TSGENCO Yadadri UNIT-4	300
MPA1052055	5x800 MW TSGENCO Yadadri UNIT-5	300
MPA1052006	5x800 MW TSGENCO Yadadri TPS	300
MPA1057001	1x800 MW North Chennai-BTG Stage III	696
MPA1060001	MAITREE BANGLADESH UNIT-1	701
MPA1060002	MAITREE BANGLADESH UNIT-2	701
MHN1007003	BARC ATVP IB ASSY(Visakhapatnam)	686
MHN1007004	BARC ATVP IB ASSY(Visakhapatnam)	686
MFA1056001	SHREE CEMENTS-3 Raipur-1X27 MW	856
MAA1023001	TATA Kalingnagar 1X 120 MW	1283
MCA1051001	ONGC URAN -Lean Gas Compressor	668
MFA1059001	TATA Chemical, Mithapur 1X 14.9 MW	1580
MPA1050001	1 x 660 MW MSPGCL Bhusawal Unit-1	628
MPA1050051	1 x 660 MW MSPGCL Bhusawal Unit-1	628
MPA1064001	2 x 660 MW TANGEDCO Udangudi Unit-1	1261
MPA1064051	2 x 660 MW TANGEDCO Udangudi Unit-1	1261
MPA1064002	2 x 660 MW TANGEDCO Udangudi Unit-2	1261
MPA1064052	2 x 660 MW TANGEDCO Udangudi Unit-2	1261
MPA1063001	1 x 660 MW UPRVUNL Panki	1275
MPA1063051	1 x 660 MW UPRVUNL Panki	1275
MPA1062001	3 X 800 MW JBVNL PATRATU UNIT-1	1399
MPA1062051	3 X 800 MW JBVNL PATRATU UNIT-1	1399
MPA1062052	3 X 800 MW JBVNL PATRATU UNIT-2	1399
MFA1066001	Damodar Ispat 1X42 MW STG	1604
MFA1065001	Super Smelter 1X35 MW STG	1604
MFA1051001	Grasim Industries Bharuch 1 X 45 MW	988
MFA1058001	OMPL-II, 1X 45 MW STG	1472
MFA1070001	Orissa Metalik Pvt. Ltd.(OMPL-III)	1472
MCA1054001	IOCL Panipat EBR Compressor	1694
MFA1067001	TNPL 1X20 MW STG	969
MFA1071001	GHCL 1X18.5 MW STG	1548
MFA1073001	GNFC Gujarat 1 x 1.065 MW STG	980

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MFA1076001	SMEL 1X40 MW STG	1054
MAITREE-AHP	MAITREE - Ash Handling Plant Items	701
MHN1008001	SIEMENS-HEATERS(Kalinganagar)	1283
	Chennai Port	701
	Mumbai Port for Trailers via Nasik	865
	Mumbai Port for Trucks via Pune	686
	BHEL Haridwar	1745
	BHEL Jagdishpur	1331
	BHEL Tiruchy	956
	BHEL Ranipet	692
	BHEL Bhopal	925
Distances not covered under this annexure shall be provided by BHEL Distance Committee from time to time, well before giving indent for placement of vehicles		